

KENNEDY LILLIS SCHMIDT & ENGLISH
Craig S. English, Esq.
CEnglish@klselaw.com
75 Maiden Lane, Suite 402
New York, New York 10038
Tel. 212-430-0800
Fax 212-430-0810
Attorneys for Plaintiff
LIBERTY WOODS INTERNATIONAL, INC.

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

LIBERTY WOODS INTERNATIONAL, INC.,

Plaintiff,

- against -

The Motor Vessel OCEAN QUARTZ, her engines,
tackle, appurtenances, *etc.*, *in rem*, and
DALIA SHIP HOLDING SA, *in personam*,

Defendants.

Case No.

COMPLAINT

Plaintiff Liberty Woods International, Inc., by its attorneys, Kennedy Lillis Schmidt & English, as and for its complaint against the defendants, alleges upon information and belief as follows:

1. All and singular the matters asserted herein are true and constitute an Admiralty or maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and Rule F of the Supplemental Rules for Admiralty and Maritime Claims and Asset Forfeiture Actions, and are within the subject matter of this Honorable Court by virtue of 28 U.S.C. § 1333(1).

2. This Honorable Court additionally has jurisdiction over the subject matter of this action by virtue of 28 U.S.C. § 1332(a)(2), as the matter in controversy is between a citizen of

the United States and citizens of a foreign state and exceeds \$75,000 exclusive of interest and costs.

3. At and during all the times hereinafter mentioned, plaintiff Liberty Woods International, Inc. had and now has the legal status and place of business stated in Schedule A, hereto annexed and by this reference made a part hereof.

4. At and during all the times hereinafter mentioned, the defendant Motor Vessel OCEAN QUARTZ (hereinafter “the Vessel”) was and is an ocean-going cargo ship in the business of carrying goods by water for hire in common carriage and is, or will be during the pendency of this action, within this District and within the jurisdiction of this Honorable Court.

5. At and during all relevant times, defendant Dalia Ship Holding SA had and now has the legal status and office and place of business stated in Schedule A, and was and now is engaged in business as a common carrier of merchandise by water for hire, and owned, operated, managed, chartered and/or otherwise controlled the Vessel above named as a common carrier of merchandise by water for hire.

6. On or about the date stated in Schedule A, hereto annexed and by this reference made a part hereof, there was shipped by the shippers therein named and delivered to defendants and the aforesaid Vessel and thereafter loaded at the Ports of Loading upon the said Vessel, as common carrier, the shipments described in Schedule A, then being in good order and condition, and defendants and the said Vessel then and there accepted said shipments so shipped and delivered to them, and in consideration of certain agreed freight charges thereupon paid or agreed to be paid, agreed to transport and carry the said shipments to the Port of Discharge stated in

Schedule A, and there deliver the same in like good order and condition as when shipped, delivered to and received by them, to the consignees named in Schedule A.

7. Thereafter, the shipments arrived at the Port of Discharge, where the defendants failed to make delivery of the shipments described in Schedule A in good order and condition, but rather delivered the said shipments in damaged condition, all in violation of defendants' and the said Vessel's obligations and duties as common carriers of merchandise by water for hire and under the applicable contracts of carriage.

8. Plaintiff is the consignee or owner of the shipments described in Schedule A and brings this action on its own behalf and as agent or trustee on behalf of and for the interest of all parties who may be or become interested in the said shipments, as their respective interests may ultimately appear, and plaintiff is entitled to maintain this action.

9. By reason of the premises, plaintiff has sustained damages, as nearly as the same can now be estimated, no part of which has been paid although duly demanded, in the sum of \$1,420,173.76.

10. By reason of the foregoing, defendants, all and singular, are liable to plaintiff in the principal amount of \$1,420,173.76, together with interest thereon, costs and disbursements.

WHEREFORE, plaintiff prays:

1. That process in due form of law issue against defendants citing them to appear and answer all and singular the matters aforesaid;

2. That if defendants cannot be found within this District, then all their property within this District as shall be described in Schedule A, be attached in the sum of \$1,420,173.76, with interest thereon and costs, the sum sued for in this complaint;

3. That judgment be entered in favor of plaintiff against defendants for the amount of plaintiff's damages, together with interest and costs and the disbursements of this action;

4. That process in due form of law according to the practice of this Court in causes of admiralty and maritime claims, issue against the Motor Vessel OCEAN QUARTZ, her engines, tackle, appurtenances, *etc.*, and that all persons having or claiming any interest therein be cited to appear and answer under oath, all and singular the matters aforesaid, and that this Court pronounce judgment in favor of plaintiff for their damages as aforesaid, with interest, costs and disbursements, and that the said Vessel may be condemned and sold to pay therefor; and

5. That this Court grant to plaintiff such other and further relief as may be just and proper.

Dated: New York, New York
December 21, 2015

KENNEDY LILLIS SCHMIDT & ENGLISH
Attorneys for Plaintiff
LIBERTY WOODS INTERNATIONAL, INC.

By: s/Craig S. English
Craig S. English, Esq.
75 Maiden Lane, Suite 402
New York, NY 10038
Tel: (212) 430-0800
cenglish@klselaw.com

SCHEDULE A

PLAINTIFF'S LEGAL STATUS

Plaintiff Liberty Woods International, Inc. is a corporation or other business entity organized and existing under, and by virtue of, the laws of the state of California with an address at 1903 Wright Place, Suite 360, Carlsbad, California 92008, and was the consignee and/or owner of the cargo transported pursuant to the bills of lading and contracts of carriage described herein below.

DEFENDANT'S LEGAL STATUS

Defendant Motor Vessel OCEAN QUARTZ is an ocean-going, cargo-carrying vessel which carried the cargo described herein pursuant to the contracts of carriage described herein below.

DEFENDANT'S LEGAL STATUS

Defendant Dalia Ship Holding SA is a foreign corporation or other business entity with an office located at c/o Daiichi Chuo Marine Co., Ltd., 3rd Floor, Daiichi Chuo Kisen Bldg., 14-4 Shintomi 2-chome, Chuo-ku, Tokyo 104-0041, Japan, and was and now is the registered owner of the Motor Vessel OCEAN QUARTZ.

PARTICULARS OF CLAIM

Vessel: M/V OCEAN QUARTZ

Voyage No.: 216E

Ports of Loading: Manis, Bintulu and Lahad Datu, Malaysia and Samarinda, Indonesia

Port of Discharge: Camden, New Jersey

Bills of Lading:

Issued at Manis 12 Dec. 2012:

| | |
|-------------------|-------------------|
| SKSMTMCA 00211000 | SKSMTMCA 00221000 |
| SKSMTMCA 00212000 | SKSMTMCA 00222000 |
| SKSMTMCA 00213000 | SKSMTMCA 00223000 |
| SKSMTMCA 00214000 | SKSMTMCA 00224000 |
| SKSMTMCA 00215000 | SKSMTMCA 00225000 |
| SKSMTMCA 00216000 | SKSMTMCA 00226000 |
| SKSMTMCA 00217000 | SKSMTMCA 00227000 |
| SKSMTMCA 00218000 | SKSMTMCA 00228000 |
| SKSMTMCA 00219000 | SKSMTMCA 00229000 |
| SKSMTMCA 00220000 | |

Issued at Bintulu 17 Dec. 2012:

| | |
|-------------------|-------------------|
| SKSMBICA 00615000 | SKSMBICA 00623000 |
| SKSMBICA 00616000 | SKSMBICA 00624000 |
| SKSMBICA 00617000 | SKSMBICA 00625000 |
| SKSMBICA 00618000 | SKSMBICA 00626000 |
| SKSMBICA 00619000 | SKSMBICA 00627000 |
| SKSMBICA 00620000 | SKSMBICA 00628000 |
| SKSMBICA 00621000 | SKSMBICA 00629000 |
| SKSMBICA 00622000 | SKSMBICA 00630000 |

Issued at Jakarta 31 Dec. 2012 (Cargo Loaded at Samarinda):

| | |
|-------------------|-------------------|
| SKSMSMCA 00109000 | SKSMSMCA 00132000 |
| SKSMSMCA 00110000 | SKSMSMCA 00133000 |
| SKSMSMCA 00111000 | SKSMSMCA 00134000 |
| SKSMSMCA 00112000 | SKSMSMCA 00135000 |
| SKSMSMCA 00113000 | SKSMSMCA 00136000 |
| SKSMSMCA 00114000 | SKSMSMCA 00137000 |
| SKSMSMCA 00115000 | SKSMSMCA 00138000 |
| SKSMSMCA 00116000 | SKSMSMCA 00139000 |

| | |
|------------------|------------------|
| SKMSMCA 00117000 | SKMSMCA 00140000 |
| SKMSMCA 00118000 | SKMSMCA 00141000 |
| SKMSMCA 00119000 | SKMSMCA 00142000 |
| SKMSMCA 00120000 | SKMSMCA 00143000 |
| SKMSMCA 00121000 | SKMSMCA 00144000 |
| SKMSMCA 00122000 | SKMSMCA 00145000 |
| SKMSMCA 00123000 | SKMSMCA 00146000 |
| SKMSMCA 00124000 | SKMSMCA 00147000 |
| SKMSMCA 00125000 | SKMSMCA 00148000 |
| SKMSMCA 00126000 | SKMSMCA 00149000 |
| SKMSMCA 00127000 | SKMSMCA 00150000 |
| SKMSMCA 00128000 | SKMSMCA 00151000 |
| SKMSMCA 00129000 | SKMSMCA 00152000 |
| SKMSMCA 00130000 | SKMSMCA 00153000 |
| SKMSMCA 00131000 | SKMSMCA 00154000 |

Shippers: Various

Consignees: Various

Notify Party: Liberty Woods International, Inc., Carlsbad, California USA

Cargo: Approx. 9,439 Crates Plywood Sheets, approx. 8,592 Metric Tons

Nature of Loss: Physical Damage including crushing, breakage, scarring, abrasion, splintering, shortage, water damage, staining, breakage and destruction of packaging, and associated extraordinary expenses.

Principal Amount of Loss: U.S. \$1,420,173.76.